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13 Attorneys for Plaintiff Sony Corporation

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA
16 WESTERN DIVISION

17 SONY CORPORATION, A Japanese
18 corporation,

19 Plaintiff,

20 vs.

21 VIZIO, INC., A California corporation,

22 Defendant.

CASE NO. 08-01135 RGK (FMOx)

**SUPPLEMENTAL DECLARATION
OF JAIME A. SIEGEL IN SUPPORT
OF SONY CORPORATION'S SUR-
REPLY MEMORANDUM IN
OPPOSITION TO VIZIO'S MOTION
TO FILE ITS PROPOSED AMENDED
ANSWER, AFFIRMATIVE
DEFENSES AND COUNTERCLAIMS**

1 I, Jaime A. Siegel, declare:

2 1. I am the Senior IP Counsel, Intellectual Property Department, and am
3 employed by Sony Corporation of America ("SCA"). Among other duties, I
4 represent Sony Corporation ("Sony Corp.") in intellectual property matters.

5 2. I submit this supplemental declaration in support of Plaintiff Sony
6 Corporation's Sur-reply Memorandum in Opposition to Vizio's Motion To File Its
7 Proposed Amended Answer, Affirmative Defenses and Counterclaims to Sony's
8 Amended Complaint. I am personally familiar with and knowledgeable about the
9 facts stated in this declaration and if called upon could and would testify
10 competently as to the statements made herein.

11 3. As I stated in my May 4, 2009 Declaration in support of Sony's
12 Opposition to Vizio's Motion To File Its Amended Answer, Affirmative Defenses
13 and Counterclaims, I have been one of the Sony representatives with primary
14 responsibility for the settlement and licensing negotiations between Sony and Vizio.
15 Those negotiations have included five meetings that took place between November
16 7, 2007 and October 14, 2008, as well as additional meetings and discussions that
17 have continued through the pendency of this action, including as recently as April
18 24, 2009.

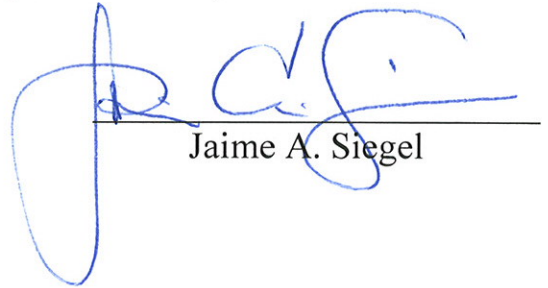
19 4. Sony has never sought a cross-license with Vizio. Sony attempted to
20 negotiate a "for fee" license, which would have given Vizio a license, subject to
21 certain exclusions, to Sony patents necessary to make, import, offer for sale and sell
22 color televisions. Vizio would be required to pay Sony a fee and to give Sony a
23 royalty-free grant-back of rights, subject to certain exclusions, to Vizio patents, if
24 any, necessary to make and sell color televisions. At the most recent discussion
25 between the parties, when Vizio demanded a royalty based upon its recently
26 acquired patents, which could have been interpreted as a request for a cross-license.
27 In response, Sony immediately withdrew any settlement offer to Vizio.

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2 I declare under penalty of perjury under the laws of the State of California
3 and the United States of America that the foregoing is true and correct.
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5 Executed on May 15, 2009 at Park Ridge, New Jersey.
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9 Jaime A. Siegel
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